Supreme Court, U.S.
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88-765
NO. _____

IN THE
SUPREME COURT OF THE UNITED STATES
October Term, 1988

THANH VONG HOAI,
Petitioner,

v.

THANH VAN VO, THACH DUY NGUYEN, MY-LINH D. SOLAND, NGUYEN THI BACH LUU, THANH VAN VO, SUNTECH SUNOCO, INC., and MICHAEL ARIF,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

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APPENDIX III (Supplemental) PART F

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(Supplemental) APPENDIX III

PART F

THE ORIGINAL COMPLAINT WITH WHICH THE AFFIDAVIT WAS INCORPORATED in the United States District Court for the Eastern District of Virginia, Alexandria Division.

HOAI v. VO, et al., CA 87-0294

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COUNT V: RICO: MY LINH SOLAND: AGGRAVATION: AIDING AND ABETTING: ADDITIONAL WIRE FRAUD

__256) Plaintiff repeats herein and incorporates by reference paragraphs 1) through 255) above.

257) Between the meeting at the gas station on June 5, 1986, and June 20, the plaintiff talked several times with Ernie Peele, who revealed some of the slander and lies that had been told to him about the plaintiff by the defendants THACH, VO, MINH and LUU at the gas station on June 5, after plaintiff had been led by the defendant SOLAND into her car and left there and she, the defendant SOLAND, had returned to the station office at the time that the defendants MINH and LUU had just entered also, such as that plaintiff had stolen one hundred thousand dollars ($100,000.) from the sister of THACH and that the "Vietnamese community" hated the plaintiff and so forth.

258) Throughout this time and the ensuing time until plaintiff discovered the dual agency and fraud of the defendant SOLAND the defendant SOLAND did advise plaintiff not to talk to SUNOCO and SUNOCO personnel. Plaintiff did nonetheless continue to talk to the said personnel of the defendant SUNOCO..

259) During this time before on June 20, 1986, the plaintiff formulated a plan to take back over the gas station business which would require some but not very much support from Sunoco and suggested it to Ernie Peele and his boss Harry Vaughn in outline.

[Note: the misnumbering of the paragraphs at this point is in the original due to inexpertise in computer use at the time]

230) Plaintiff lined up the capital necessary for his plan, which was to go into the station with some Sunoco personnel and an inventory specialist,

whom Sunoco could obtain, and take an inventory of what stock VO had put in the station, ask to see evidence of what, if any, money VO had actually deposited in the station account from the checkbook or bank records, and then pay VO for the exact amount of his investment. It was crucial to this plan that at least one of the SUNOCO personnel go with the plaintiff and tell VO to leave in order to eliminate the pretense of legitimacy on VO's part pursuant to the fraudulently extorted one dollar ($1.) contract.

231) Harry Vaughan, Ernie Peele and other Sunoco personnel agreed with this plan and Sunoco agreed to do its part. On each occasion, however, that the plaintiff and Sunoco personnel were close to executing this plan, plaintiff was deflected from doing so, as were the Sunoco personnel by the defendant SOLAND, whom neither plaintiff nor the Sunoco

personnel realized at the time was in league with the other defendants. Plaintiff took defendant SOLAND's advice during this period and Sunoco personnel continued to counsel to accept his lawyers' advice.

232) On August 18th, at Fairfax Courthouse, plaintiff saw SOLAND and her partner Lutz representing defendants MINH and LUU in a case in which they had been representing them for some time.

233) Plaintiff discharged SOLAND that day.

234) Defendant MY LINH SOLAND continued this dual agency and conflict of interest from May 28, 1986, when she drafted a letter for plaintiff to be sent to MINH and LUU, until August 18.

235) Throughout this dual agency and conflict of interest the actions and words of defendant SOLAND aided, abetted and counselled the fraud and extortion of

defendants MINH, LUU, THACH and VO against the plaintiff and his wife and against the plaintiff's business of the gas station lease and franchise aforesaid and the business that plaintiff and his wife had at the Mekong Center food store so as to make her a principal in the pattern of racketeering activity complained of herein within the meaning of section 2, title 18 of the U.S. Code as referred to and incorporated by 18 U.S.C. 1962 (a).

236) Until the duality of her agency was discovered by plaintiff, defendant SOLAND aided and abetted and counselled the pattern of recketeering activity of the defendants MINH, LUU, VO, THACH and ARIF by counselling the plaintiff to stay at home and do nothing and give up all means of livelihood. Most of the advice of SOLAND to follow this course of action, or inaction, was given by defendant SOLAND to the plaintiff over the phone. This

aggravated the harms done by these other defendants in their pattern of racketeering activity as well as aided and abetted them, making plaintiff and his wife vulnerable to the wire fraud, robbery and extortion that was practised upon them and preventing them from taking effective steps to protect themselves and seek their remedies while the defendant SOLAND was counselling one or more of the defendants in their pattern of racketeering activity.

237) In giving this advice to plaintiff, defendant SOLAND fraudulently misrepresented to plaintiff that this was legal advice in his best interest, when it was not. Plaintiff relied upon these misrepresentations to his harm and detriment.

238) Between June 20, 1986, and July 14, 1986, defendant SOLAND twice interfered with specific oral contracts or agreements between the plaintiff and the Sunoco to

enter the gas station and work together to get the defendant VO out of the station and take an inventory and pay off the defendant VO for inventory he had purchased and cash he had actually put up.

239) On these occasions, and throughout her dual agency and conflict of interest, the defendant SOLAND falsely represented to plaintiff that at that time Sunoco was trying to harm him and would not help him. Ultimately the actions of this defendant were substantially responsible for Sunoco's decision to turn against the plaintiff and only back him temporarily when he did seek legal remedies.

240) Throughout these actions of the defendant SOLAND, from the initial oral hiring on, much of the business and false representations were conducted using the telephone.

241) As part of her fraud in preventing plaintiff from effectively working with

Sunoco to end the illegal occupation by the defendants VO and THACH of the gas station, the defendant SOLAND wrote, and mailed in the United States mail, on two occasions, letters to Sunoco which were designed to achieve delay by fraudulently purporting to be counsel's letters designed to help the plaintiff regain his gas station business when in fact they were designed to create delay and encumber the plaintiff in his attempts to regain his gas station business.

242) Plaintiff relied upon the fraudulent misrepresentation that these letters were designed to, and would help him, to regain his station quickly and would facilitate effective legal remedies for his problems and was harmed thereby.

243) Defendant SOLAND falsely and fraudulently deprived and robbed plaintiff of valuable legal services vital to him by her participation in, aiding and abetting

and counselling of, or conspiracy with other defendants to accomplish, a pattern of racketeering activity against the plaintiff which took his gas station lease and franchise from him by fraud and extortion and prevented him from curing that fraud and extortion by effective action at a time when such effective action and effective legal representation were essential.

244) In so doing SOLAND received income derived directly or indirectly from the pattern of racketeering activity engaged in by MINH and LUU and/or the other defendants, either individually or through her law partnership or association, and used or invested it, directly or indirectly in that it was used to aid, abet and counsel the other defendants, in acquiring an interest in, or the establishment or operation of, the businesses of the plaintiff which were

engaged in or affected interstate or foreign commerce all in violation of 18 U.S.C. 1962 (a).

245) Using the telephone, the defendant SOLAND defrauded plaintiff by fraudulently and deliberately leading him to believe that she had filed a lawsuit on his behalf to recover his business interest that he had built up with his wife in the food store when she had not filed such a suit and by representing that he did not need to file such a suit when he did.

246) Using the telephone, the defendant SOLAND defrauded plaintiff by fraudulently and deliberately leading him to believe that she had filed a lawsuit on his behalf to recover his business interest that he had built up in the gas station lease and franchise of plaintiff at 2305 Pennsylvania Avenue, S.E., in the District of Columbia when she had not filed such a suit and by representing that he did not

need to file such a suit when he did., and by falsely representing that she was working with other lawyers on the recovery of the extorted gas station business when she was not.

247) Even after plaintiff discovered the fraud perpetrated against him by the defendant SOLAND in claiming to file suits she had not in fact filed and in representing that suits should not have been filed when they should have been, the defendant SOLAND further defrauded plaintiff over the telephone by representing that the defendant LUU was judgment proof and otherwise trying to prevent plaintiff, as her client, from pursuing the proper remedies in his cause by fraudulent representations.

248) By aiding, abetting and counselling others of the defendants in this fashion, and being paid therefor, the defendant SOLAND herself, through a pattern of

racketeering activity, indirectly acquired or maintained an interest in, or control of the enterprises of the plaintiff which were engaged in or affected interstate or foreign commerce in violation of 18 U.S.C. 1962 (b).

249) Defendant SOLAND was thus employed by or associated with the fledgling criminal enterprise of the other defendants and participated in its affairs as it was engaged in or affected interstate or foreign commerce through a pattern of racketeering activity in violation of 18 U.S.C. 1961 (c).

250) Defendant SOLAND engaged in a conspiracy with the other defendants MINH, LUU, VO, THACH, and ARIF to defraud, by wire and mail, and to aid and abet and counsel the robbing and extorting from plaintiff of his gas station business, his food store business and inventory, his business documents and to interfere with

commerce by preventing him from taking the proper legal steps to remedy his situation, all to his harm and thus defrauded him of and robbed from him valuable legal services to which he was entitled. This conspiracy violated 18 U.S.C. 1962 (d).

251) Defendant SOLAND interfered with commerce by her fraudulent activity to the harm of plaintiff in that it destroyed and stopped the growth of his growing businesses and replaced his management with a pattern of racketeering activity.

WHEREFORE plaintiff prays on this Count V for damages against the defendant MY LINH SOLAND for aiding, abetting, counselling and participating in the pattern of racketeering activity practised against him by defendants MINH, LUU, VO, THACH, ARIF and THE COWBOYS, and for conspiring with these defendants also to carry out a pattern of racketeering

activity against the plaintiff and for aggravating the same, as follows:

I. With regard to the plaintiff's gas station business, the same money damages as prayed for in Count III. above.

II. With regard to the food store business, the same money damages as prayed for in Count IV. above, adding up to:

III. total damages for the fraud and extortion of both businesses or business interests, before trebling under the statutory provisions of 18 U.S.C. 1964, in excess of ninety-four million and one hundred thousand dollars ($94,100,000.), and

IV. total damages as trebled under the statutory provisions of 18 U.S.C. 1964, before adding an estimate for the attorney's fees provided for by the statute, in excess of two hundred and eighty-two million and three hundred thousand dollars ($282,300,000.), and

V. For estimated legal fees and costs of this proceeding, in excess of three hundred thousand dollars ($300,000.), for

VI. total money damages under this Count V against defendant MY LINH SOLAND in an amount in excess of two hundred and eighty-two million and six hundred thousand dollars ($282,600,000.) and equitable relief against defendant MY LINH SOLAND as follows:

VII. temporary and permanent injunctive relief barring defendant SOLAND from representing to anyone that she did anything of value or benefit as a lawyer for plaintiff or his wife, or that she represented plaintiff or his wife, except as may be necessary to her defense before the bar's grievance committee, upon penalty of being found in contempt of court, and

VIII. temporary and permanent injunctive relief against her aiding, abetting or

counselling as a lawyer any of the other defendants upon pain of being held in contempt of court, and

IX. temporary and permanent injunctive relief against defendant SOLAND's representing to any court, forum, administrative body, or other tribunal that she is a member of the bar in good standing in the Commonwealth of Virginia, and

X. such other legal and equitable relief as to the Court shall seem just and proper.

COUNT VI: RICO: MICHAEL ARIF: AGGRAVATION: AIDING AND ABETTING, COUNSELLING, PARTICIPATING IN FRAUD, ROBBERY AND EXTORTION, INTERFERENCE WITH COMMERCE: ADDITIONAL WIRE FRAUD

252) Plaintiff repeats herein and incorporates by reference paragraphs 1) through 251) above.

253) By his use of the telephone and the mails the defendant MICHAEL ARIF participated in the fraud, robbery and

extortion of the gas station franchise and dealership and of the Mekong Center food store, its inventory and business papers from plaintiff as set out above as part of the pattern of racketeering activity complained of and also in the interference with commerce.

254) The defendant ARIF aided and abetted and/or counselled the same.

255) The defendant ARIF participated in the fraud of the defendant THACH throughout these events, participating in a pattern of using the telephones of his law offices, the mails and his letterhead as a lawyer to hold out that THACH was variously a banker, the president of a bank and/or the owner of a bank when, as he well knew, or within the exercise of reasonable prudence should have known that the defendant THACH was nothing of the kind.

256) Plaintiff acted upon this

fraudulent misrepresentation to plaintiff's detriment.

257) By this fraud of holding out THACH as a banker to whom the plaintiff could look for promised loans and other financial support, the defendant ARIF received income directly or indirectly from a pattern of racketeering activity as alleged herein in which he has participated as a principal within the meaning of section 2, title 18, U.S. Code, and has used or invested, directly or indirectly, a part of such income, in acquisition of an interest, or the establishment or operation of, an enterprise which engages in, or affects interstate or foreign commerce in that this defendant derives and has derived substantial legal fees from other defendants herein as in interest in their illicit takeover of the businesses of the plaintiff. This was done in violation of

18 U.S.C. 1962 (a).

258) Using the telephone, the defendant ARIF arranged in his law offices on July 14, 1986, a meeting for plaintiff and defendant SOLAND and defendant VO. Fraudulently it was misrepresented that the meeting would be for purposes of the plaintiff's buying out defendant VO's inventory and actual investment (it being by then apparent that the claimed thirty-five thousand dollar ($35,000) loan, the claimed forty-five thousand dollar ($45,000.) deposit and the claimed one hundred thousand dollar ($100,000.) deposit were all a fraud and a deceit) as plaintiff had been trying to arrange directly with Sunoco. On purpose, however, Sunoco was excluded from the meeting and the "banker" THACH was included by the deceit of the defendant ARIF as an attendee.

259) The misrepresentation as to the

nature of this meeting was designed to induce plaintiff to rely upon it to his harm and detriment, which he did. Defendants VO and ARIF had no intention of seriously or realistically discussing plaintiff's proposal for plaintiff to pay VO for his actual purchases in the gas station that were in inventory and for any moneys actually put up in the bank account, as opposed to the station's own proceeds which VO had deposited in the account. Rather their purpose was to get plaintiff at a meeting without Sunoco so that, with the presence of THACH, the fact of whose appearance at the meeting they deliberately withheld from plaintiff, they could further threaten plaintiff in pursuance of their pattern of racketeering activity involving fraud, robbery and extortion.

260) At this meeting the defendant THACH and defendant VO, in front of defendant

ARIF and defendant SOLAND, offered twenty-five thousand dollars ($25,000.) to plaintiff for his gas station lease and franchise. Plaintiff refused and said he did not want to be bought off, he wanted his gas station back, whereupon the defendants VO and THACH, in front of SOLAND and ARIF, threatened to kill the plaintiff again in the Vietnamese language which threats the defendant SOLAND immediately translated into English and repeated to defendant ARIF. ARIF made no effort to disassociate himself from this behavior and by his words and actions aided, abetted and counselled the defendants VO and THACH in this behavior. Later he lied about it.

261) Subsequently, on August 25, 1986, plaintiff did execute his plan of going to the gas station, demanding that VO and THACH give it back to him and commencing an inventory with the intent of paying VO

for any unsold inventory that VO had actually purchased for the station and for money actually loaned. As it happened VO was not there on that day and his employees left the station relatively peacefully and there was no violence or threat of violence. By coincidence an off duty policemen was in the station when plaintiff and his new attorney (replacing defendant SOLAND) arrived and other police were subsequently summoned, so that one or more police officers were there the entire time that the confrontation between plaintiff, his attorney and his attorney's son and the employees of VO and THACH took place.

262) Defendant THACH arrived at the scene later on that same day, having been summoned by phone, and in his presence the defendant ARIF entered into a binding oral contract on behalf of his clients THACH and VO, the latter having conferred with

the personnel in the station by telephone, to abide by the word of the Sunoco representative, Ernie Peele, who was to arrive the following day, as to who should by the proper, legitimate Sunoco lessee and franchisee in possession of the station, defendant VO or the plaintiff. Subsequently defendant ARIF affirmed this agreement to Ernie Peele and again in a sworn statement. The oral agreement was to abide by the decision of Ernie Peele and to let plaintiff, should Ernie Peele decree that plaintiff was the proper lessee and franchisee of the station, execute his plan of again running the station and reimbursing VO for inventory and moneys actually provided out of VO's own funds as opposed to those of the station itself.

263) The entrance into this agreement by the defendant ARIF into this agreement was a further fraud, designed to induce

plaintiff to rely upon it to his harm. Neither ARIF, VO nor THACH had any present intention of actually abiding by the agreement but only intended to make plaintiff rely upon it and cease further efforts to establish his legal right to the station and its business while they simultaneously prepared an actual physical assault upon the station and any persons there on behalf of plaintiff for the following morning as part of the ongoing fraud, robbery and extortion of the station and its assets and while they prepared a complaint falsely accusing the plaintiff of having taken the station from them by violence, which they did within a few days.

264) Though the violent assault the next morning was terminated by the arrival of more police officers, the fraudulently prepared sham complaint, which was filed within a few days, led to a Temporary

Restraining Order, based upon further frauds and lies, which was successful in getting plaintiff ordered out of the station by a judge of the Superior Court of the District of Columbia on the sole grounds that plailniff had improperly and violently entered and taken possession of the station.

265) This order expired by its own terms and no extension of it was ever sought. The main case is still pending in the Superior Court as is an appeal of the holding of the judge in granting the TRO in the first place.

266) Thus, this sham pleading, the TRO motion, and the use of the phone and the mails in connection with it were a further fraud, evidence of the fraud involved in agreeing to abide by the decision of Ernie Peele and a further interference with commerce in that by a combination of extortion involving threats of, and

attempts at violent assault with using improperly the color of official right, the defendant ARIF, in concert with other attorneys in the District of Columbia and VO and THACH did take back the station again to prevent the experienced, competent management of the plaintiff that was increasing the station's participation in commerce with operation of the station as an enterprise by a pattern of racketeering activity and operation that was, moreover, inefficient and replete with illegal and improper activities that constituted an interference with rather than an enhancement of commerce.

267) Subsequently, using the phone and mails the defendant ARIF engaged in other fraudulent and sham motions and filings by counselling, aiding and abetting the pattern of racketeering activity engaged in by the defendants THACH and VO, including pretending to consent to a

deposition with no present intention of cooperating or doing other than he did do, namely, lie, attempt to prevent plaintiff's counsel from conducting a meaningful deposition, and disrupting proceedings with phony, staged objections and attacks on plaintiff's counsel.

268) In doing all of these things the defendant ARIF failed to report his clients' fraud to those who were or might be injured by it as required by Virginia Disciplinary Rules DR 1-102(A)(3) & (4); DR 2-108(A)(1); DR 2-108(B)(2); DR 4-101(C)(3); DR 4-101(D)(1) and instead participated in the fraud and extortion of VO and THACH, lending an air of legitimacy to their empty promises and their threats and extortion.

269) Thus by his counselling, aiding and abetting this pattern of racketeering activity by the defendants VO, THACH, MINH and LUU, complained of, the defendant ARIF

stepped over the line and became a participant therein, acquiring or maintaining, directly or indirectly, an interest in the control of the enterprise of plaintiff's gas station business by his clients THACH and VO, the station being an enterprise which is engaged in, or affects interstate or foreign commerce, all in violation of 18 U.S.C. 1962 (b).

270) Arif, in these actions, was employed by or associated with the fledgling organized crime entity consisting of these defendants and conducted or participated in, directly or indirectly, the conduct of its affairs through a pattern of racketeering activity as set out herein.

271) Defendant ARIF conspired with the other defendants to carry out, aid and/or abet and/or counsel their pattern of racketering activity in which they engaged as set out herein in violation of 18

U.S.C. 1962 (d).

WHEREFORE plaintiff prays on this Count VI for damages against the defendant ARIF for aiding, abetting, counselling, and/or participating in the pattern of racketeering activity practised against plaintiff by the other defendants and for conspiring with these defendants also to carry out the aforesaid pattern of racketeering activity against the plaintiff and for aggravating the same, as follows:

I. With regard to the plaintiff's gas station business, the same money damgages as prayed for in Count III. above.

II. With regard to the food store business, the same money damages as prayed for in Count IV. above, adding up to:

III. total damages for the fraud and extortion of both businesses or business interests, before trebling under the statutory provisions of 18 U.S.C. 1964, in

excess of ninety-four million and one hundred thousand dollars ($94,100,000.), and

IV. total damages as trebled under the statutory provisions of 18 U.S.C. 1964, before adding an estimate for the attorney's fees provided for by the statute, in excess of two hundred and eighty-two million and three hundred thousand dollars ($282,300,000.), and

V. in addition to all of the above, for estimated legal fees and costs of this proceeding, in excess of three hundred thousand dollars ($300,000.), for

VI. total money damages under this Count VII against defendant ARIF in an amount in excess of two hundred and eighty-two million and six hundred thousand dollars ($282,600,000.) and, in addition thereto, equitable relief against this defendant ARIF as follows:

VII. temporary and permanent injunctive

relief against the defendant ARIF from representing to anyone that defendant THACH is or ever was a "banker," upon penalty of being found in contempt of court, and

VIII. temporary and permanent injunctive relief against defendant ARIF's aiding, abetting or counselling as a lawyer any of the other defendants herein upon pain of being held in contempt of court, and

IX. temporary and permanent injunctive relief against defendant ARIF's representing to any court, forum, administrative body, or other tribunal that he is a member of the bar in good standing in the Commonwealth of Virginia, and

X. such other legal and equitable relief as to the Court shall seem just and proper.

COUNT VII: RICO: DEFENDANT SUNTECH SUNOCO, INC.: AGGRAVATION: AIDING AND ABETTING, PARTICIPATING IN FRAUD, ROBBERY, EXTORTION: WIRE AND MAIL FRAUD: INTERFERENCE WITH COMMERCE

272) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 271) above.

273) Defendant SUNTECH SUNOCO, INC., acting through its officers and directors, participated in the above pattern of racketeering activity and also aided and abetted the same.

274) Defendant SUNTECH SUNOCO, INC. received income derived, directly or indirectly, from the pattern of racketeering activity described herein in the form of the proceeds of the gas station business defrauded, robbed and extorted from plaintiff and used or invested, directly or indirectly, a part of that income, or its proceeds in the acquisition of the gas station business, its operation or its establishment, the

gas station business being an enterprise which engages in, or affects interstate commerce, all in violation of 18 U.S.C. 1962 (a).

275) Defendant SUNTECH SUNOCO, INC., through a pattern of racketeering activity involving wire and mail fraud by it or its principals, interference with commerce, and robbery and extortion, acquired or maintained, directly or indirectly, an interest in, or control of the gas station enterprise, being an enterprise which engages in, or affects, interstate or foreign commerce in violation of 18 U.S.C. 1962 (b).

276) Defendant SUNTECH SUNOCO, INC. was employed by and associated with the fledgling organized crime entity of the other defendants which entity engaged in or affected interstate or foreign commerce and was conducting or participating of the affairs of that fledgling enterprise

through a pattern of racketeering activity as set out herein.

277) Defendant SUNTECH SUNOCO, INC., by wire and mail fraud, robbery and extortion, stole the trade name coined by plaintiff for his gas station and robbed the licenses of the plaintiff for his gas station business, including all permits, licenses, insurance, etc. In so doing this defendant interfered with commerce.

278) Through its officers and directors defendant SUNTECH SUNOCO, INC. conspired with some or all of the other defendants in violation of 18 U.S.C. 1962 (d) to violate 18 U.S.C. 1962 (a), (b) or (c).

WHEREFORE plaintiff prays in this Count VII. for damages against the Defendant SUNTECH SUNOCO, INC. as follows:

I. The same money damages prayed for in Count III above, and

the following equitable and declaratory relief:

II. temporary and permanent injunctions placing the defendant SUNTECH SUNOCO, INC. under the sole control of the plaintiff and his designees, freezing, pending the outcome of this litigation, all it banking accounts and other liquid assets and escrowing them, forbidding any transfer of shares or equity in the corporation pending the outcome of the litigation and forbidding the same, except through plaintiff, thereafter, commanding all the other defendants to stay out of the corporation henceforth and barring them from being officers or directors and enjoining the corporation from hilding out any more that it is the lessee and franchisee of the gas station business in question except through plaintiff and ordering the present officers and directors to communicate to all regulatory bodies and authorities to whome the corporation has applied, or from whom it

has received, any kind of license or permit whatsoever, including the Metropolitan Police in any of its branches or offices, as they resign, that the plaintiff is the true owner of the station business in question and that any representations to the contrary were false and not made in good faith and to vacate their positions in the corporation immediately thereafter upon penalty of being held in contempt if they do not comply.

III. Such other and further legal and equitable relief as to this Court shall seem just and proper.

COUNT VIII: RICO: DEFENDANTS COWBOYS: AGGRAVATION: AIDING AND ABETTING, COUNSELLING, PARTICIPATING IN FRAUD AND EXTORTION: INTERFERENCE WITH COMMERCE

279) Plaintiff repeats herein and incorporates by reference paragraphs 1) through 278) above.

280) By their behavior as, and knowingly allowing themselves to be used as, "street

muscle," or the threat of the same, to enable the other defendants to carry out their fraud, robbery and extortion, the defendants COWBOYS participated in the above described fraud, extortion and interference with commerce as set out above, including their appearance at breakfast at the Mekong Center in early May, their appearance at the gas station when plaintiff was being physically intimidated and intimidated with threats not to come to his own gas station, their appearance at the Mekong Center on the morning of May 28, 1986, their threatening plaintiff on the sidewalk by the Saigon Market when he was with his small child, and so on.

281) One man in particular told another member of the local Vietnamese community that because of plaintiff's alleged lying to and wrongs to defendants VO and THACH the "banker," he was going to burn

plaintiff's house. This was Hai Den.

282) The defendants COWBOYS received income, directly or indirectly, from a pattern of racketeering activity as set out herein in which they participated as principals within the meaning of section 2, title 18, U.S.Code, and used such income, or the proceeds of such income, directly or indirectly, in the acquisition, establishment or operation of an enterprise which directly or indirectly engages in or affects interstate or foreign commerce, namely the fledgling criminal enterprise described herein and the gas station business, all in violation of 18 U.S.C. 1962 (a).

283) The defendants COWBOYS acquired or maintained, directly or indirectly, an interest in an enterprise engaged in or affecting interstate or foreign commerce in their hanging around the gas station business and in their looking to it and to

the fledgling criminal entity of these defendants for employment.

284) The defendants COWBOYS were employed by or associated with the fledgling organized criminal entity of the defendants and in that capacity conducted or participated in a pattern of racketeering activity, including wire and mail fraud, robbery, extortion and interference with commerce.

WHEREFORE plaintiff prays in this Count VIII for damages against the defendants COWBOYS jointly and severally for aiding and abetting and participating in the pattern of racketeering activity practised against plaintiff by the other defendants as follows:

I. for money damages the same as those prayed for under Count V. above and, in addition thereto, equitable relief against the defendant COWBOYS as follows:

II. temporary and permanent injunctive

relief prohibiting the defendant COWBOYS from coming within one quarter mile of the Mekong Center or within one quarter mile of the gas station business at 2305 Pennsylvania Avenue, S.E., Washington, D.C. or from threatening or menacing directly or indirectly, by implication or reference or otherwise, any party hereto, any witness, any of the plaintiff's family, friends, counsel or other associates upon penalty of being held in contempt of this Court.

III. such other legal and equitable relief as to the Court shall seem just and proper.

COUNT IX: RICO: ALL DEFENDANTS: CONSPIRACY

285) Plaintiff repeats herein and incorporates by reference paragraphs 1) through 284) above.

286) All of these defendants named herein did conspire each with the other in

varying combinations to perpetrate the pattern of racketeering activity set out herein in violation of 18 U.S.C. (d) to the damage and harm of the plaintiff as set out above.

WHEREFORE plaintiff prays in this Count IX for damages against the defendants and all of them, jointly and severally, for conspiring to violate the provisions of 18 U.S.C. 1962 (a), (b), or (c) to carry out the aforesaid pattern of racketeering activity against the plaintiff and for aggravating the same, as follows:

I. The same money damages as prayed for in Count V above against all defendants jointly and severally.

COUNT X: RICO: EXTORTIONATE CREDIT TRANSACTIONS

287) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 286) above.

288) The fraudulent offer of defendant

VO, as counselled by defendant THACH, to loan thirty-five thousand dollars to plaintiff as part of the start of capital for the gas station lease and franchise was an extortionate credit transaction under 18 U.S.C. 891 et seq., and was conspired in by the defendants and they also collected on it extortionately by taking the entire gas station as a payment for it.

289) The "loan" of the fifteen thousand dollar certified check given to plaintiff by VO which he was then defrauded and extorted into immediately handing over to MINH was an extortionate credit transaction in that it was given for a thirty thousand dollar note.

290) These extortionate credit transactions, and the collection of the one, were predicate acts under 18 U.S.C. 1961 et seq.

COUNT XI: CIVIL RIGHTS: DEPRIVATION OF RIGHTS, PRIVILEGES AND IMMUNITIES: 42

PUBLISHER'S NOTE

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his behalf when she was not.

294) Defendants VO and THACH and ARIF deprived plaintiff in this way also by conspiring to file and filing false pleadings full of false allegations and by using fraud to deprive plaintiff of the assistance of his counsel.

295) The defendants conspired together for the purpose of impeding, hindering, obstructing or defeating the due course of justice in Virginia and the District of Columbia, with the intent to deny to plaintiff the equal protection of the laws and injured him and his property in retaliation for his seeking to lawfully enforce his right to such equal protection, all in violation of 18 U.S.C. 1985 (2).

296) The defendants conspired together for the purpose of depriving plaintiff directly or indirectly of the equal protection of the laws and sought to

prevent or hinder the constituted authorities of Virginia and the District of Columbia from giving or securing to plaintiff the equal protection of the laws all in violation of 42 U.S.C. 1985 (3).

WHEREFORE plaintiff prays for money damages against all these defendants in the amounts set out above in the prayer under Count V plus the same amount in attorneys' fees under 42 U.S.C. 1988.

COUNT XII: FEDERAL SECURITIES FRAUD

297) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 296) above.

298) Plaintiff alleges that in connection with the fraud and extortion of his gas station business teh defendants committed fraud in the sale by him of securities in the form of the fraud accompanying the extortion that forced him to sign the "one dollar contract" described above and

299) that in connection with the sale to him and his wife of the Mekong Center food store business the defendants committed fraud in the sale of securities in the form of the lease and promised documents of ownership, and

300) that both cases the defendants said to him things that were not true and omitted to state material facts necessary to make the statements that were made not misleading in light of the circumstances in which they were made not misleading all in violation of section 10 of the Securities and Exchange Act of 1934 (15 U.S.C. 78j), and Rule 10-b 5 promulgated thereunder.

WHEREFORE plaintiff prays for money damages against all the defendants making such statements or omitting to make such material statements, all defendants, i.e., except SUNTECH SUNOCO, INC., and the COWBOYS, in an amount equal to that prayed

for in Count XI above.

PENDANT COUNTS

COUNT XIII: TITLE 18, SECTIONS 499 AND 500 OF THE CODE OF VIRGINIA, 1950, AS AMENDED: CONSPIRACY TO DAMAGE PLAINTIFF'S BUSINESS AND BUSINESS REPUTATION

301) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 300) above.

302) These actions of all of these defendants constitute two or more individuals willfully and maliciously conspiring or concerting together to damage the business and reputation of the plaintiff or encouraging others to do so, all in violation of Sec. 18-499 of the Virginia Code as amended entitling plaintiff, under the provisions of Sec. 18-500, to the same damages set out above under RICO for both businesses.

WHEREFORE plaintiff prays in this Count XIII for damages against the defendants and all of them, jointly and severally, for conspiring and concerting together

maliciously and willfully to damage the business and business reputation of plaintiff and for maliciously and willfully urging others to do the same, for the same money damages and equitable relief as prayed for in Count III above with regard to the gas station business and in Count IV with regard to the food store business.

COUNT XIV: INTERFERENCE WITH CONTRACT

303) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 302) above.

304) The defendants, and all of them, did thus interfere maliciously and willfully with the contract of lease and the contract of franchise between plaintiff and Sunoco and all of the defendants did interfere with the contract between plaintiff and plaintiff's wife, on the one hand, and the defendants MINH and LUU on the other hand, for the sale of the

Mekong Center food store business.

WHEREFORE plaintiff prays in this Count XIV as incorporated therein by reference, for money damages against the defendants and all of them, jointly and severally, in the ways and amounts set out in the above counts for damage to the plaintiff in connection with the loss of the the gas station lease and franchise and against all the defendants, jointly and severally, in the ways and amounts set out in the above counts in connection with the Mekong Center food store.

COUNT XV: BREACH OF CONTRACT: FOOD STORE

305) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 304) above.

306) By not providing the lease promised and locking plaintiff and his wife out after demanding materially altered terms and by robbing the inventory purchased by plaintiff and his wife, MINH and LUU

breached their contract with plaintiff and his wife.

307) Plaintiff and his wife, taking over the operation of the store upon the invitation of MINH and LUU and stocking it with inventory, substantially performed under the contract and the contract was binding.

WHEREFORE plaintiff prays for a declaratory judgment that the contract was binding and that they substantially performed and the defendants MINH and LUU breached the contract.

COUNT XVI: BREACH OF CONTRACT: GAS STATION SETTLEMENT

308) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 307) above.

309) The oral agreement between defendant ARIF, with THACH present and VO having conferred by telephone at the gas station on August 25, 1986, to let Sunoco

area representative Ernie Peele decide who was the proper and legitimate lessee and franchisee of the gas station was a binding contract.

310) Defendants THACH, VO and ARIF breached this contract by the violent physical assault the following morning and by the filing of their "pre-emptive strike" suit in the Superior Court a few days later.

WHEREFORE plaintiff prays for a declaratory judgment declaring that this oral agreement to settle matters was breached by the violent assault the following day and by the filing of a suit based on falsehoods.

COUNT XVII: ILLEGALITY AND INVALIDITY OF "ONE DOLLAR CONTRACT"

311) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 310) above.

312) The "one dollar contract" for the sale of the documents of the plaintiff's

gas station business was forced upon plaintiff by the defendants VO, THACH, ARIF, MINH, the COWBOYS and LUU by duress, fraud and extortion.

313) The contracts of franchise and lease between plaintiff and Sunoco for the gas station business and lease specifically forbade plaintiff to sell any ownership interest in the station business or site without the consent in writing of Sunoco.

314) No such consent was ever given to any sale of any interest to VO or any other defendant.

315) The "one dollar" consideration was an unconscionable bargain.

316) The "one dollar" consideration recited in the "one dollar contract" was never given to plaintiff.

317) While protesting its validity plaintiff has nonetheless formally rescinded the "one dollar contract" if it

should be valid for lack of consideration.

318) As a factual matter the "one dollar contract" provides in its terms for the sale of documents evidencing leasehold, franchise and other things. But the documents are not the things which they evidence, they are only the written evidence of the underlying agreement, permit or whatever other agreement or authority it is that they are evidence of.

319) To buy such documents is not to buy the relationships which they evidence.

320) In granting the TRO which expired by its own terms no ruling was made on this contract.

WHEREFORE plaintiff prays that it be declared as a matter of Virginia law of contracts that the "one dollar contract" is null and void.

COUNT XVIII: BREACH OF TRUST AND MALPRACTICE: SOLAND

321) Plaintiff repeats and incorporates

herein by reference the allegations of paragraphs 1) through 320) above.

322) The defendant MY LINH SOLAND breached her trust of counsel to client by her dual agency and failure to carry out her representation of the plaintiff and his wife as she stated she was doing and also committed willful negligence in the nature of fraud and malpractice.

WHEREFORE plaintiff prays in this Count XVIII for money damages against the defendant MY LINH SOLAND in the amounts set out in the above counts for damage to both of the businesses of the plaintiff.

COUNT XIX: MALICIOUS PROSECUTION

323) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 322) above.

324) The defendants VO, THACH, and ARIF, knowing the charges and allegations to be spurious and false, nonetheless, did bring suit in the Superior Court of the District

of Columbia as aforesaid, thereby causing plaintiff the loss of his gas station business, lease and franchise.

325) The same constitutes special damages over and above those necessary merely to defend a lawsuit.

WHEREFORE plaintiff prays in this Count XIX for all the money damages in the amounts set out above in the prayers of Count III for money damages.

COUNT XX: MALICIOUS BREACH OF CONTRACT: MINH AND LUU

326) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 325) above.

327) Defendants MINH and LUU maliciously breached their contract with plaintiff and plaintiff's wife for the sale of the food store business resulting in harm and detriment to the plaintiff including deliberately depriving him of income with which to fight the actions of these

defendants in taking and keeping his gas station business and resisting their sham pleadings.

WHEREFORE plaintiff prays in this Count XX for money damages as set out in the prayers for money damages in Count V above only with two-fold punitive damages in lieu of treble damages so that the amount is the same.

COUNT XXI: CONSPIRACY TO DAMAGE BUSINESS AND BUSINESS REPUTATION

328) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 327) above.

329) to the extent that any of the acts, omissions and ohter matters alleged herein constitute a conspiracy to damage the business or business reputation of the plaintiff that is outside the jurisdiction and reach of Virginia Code 18-499 and 18-500 because the same took place in the District of Columbia, plaintiff makes the same allegations as made under the

Virginia statutes only he makes them under the case law on the same subject in the District of Columbia.

WHEREFORE plaintiff prays for the same money damages for each business so covered as prayed for in Counts III. and IV. above with twofold punitive damages added in lieu of trebling under RICO.

COUNT XXII: COMMON LAW FRAUD

330) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 329) above.

331) The defendants in all of the fraudulent acts alleged herein, whether wire or mail fraud or not, committed common law fraud against the plaintiff as set out in each instance.

WHEREFORE plaintiff prays in this Count XXII for the same money damages prayed for in Count V above with twofold punitive damages in lieu of trebling under RICO.

COUNT XXIII: MALICIOUS BREACH OF CONTRACT TO LET ERNIE PEELE SETTLE IT

332) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 331) above.

333) When, on August 25, 1986, defendant ARIF agreed, in the presence of defendant THACH to let Ernie Peele, the Sunoco representative, settle the dispute over who was the rightful possessor of the gas station lease and franchise the next day and then the next day the defendant VO and others viciously attacked the station trying to assault the employees of plaintiff who were in it and then a few days after that VO sued plaintiff in the Superior Court with the backing of THACH and ARIF based upon lies, false representations and sham pleadings, the same were malicious breaches of that contract of settlement which cost plaintiff the possession of his gas station business, lease and franchise.

WHEREFORE plaintiff prays in this Count

XXIV for money damages against VO, THACH and ARIF in the amounts set out in Count III. above with twofold punitive damages in lieu of treble damages under the RICO statute.

COUNT XXIV: SLANDER: FIGHTING WORDS

__334) Plaintiff repeats and incorporates herein by reference the allegations of paragraphs 1) through 333) above.

_335) The various defendants did at various times as set out above and in the attached affidavit slander the plaintiff, for example:

A. The defendant VO told many people the lie that plaintiff was a liar and a cheat who had sold him his business and then tried to lie about it.

B. VO told the outrageous lie that plaintiff had slept with his wife.

C. THACH told the outrageous lie that plaintiff had stolen one hundred thousand dollars from the sister of THACH.

D. ARIF in the courtroom of the Superior Court, disparaged the business ability of the plaintiff.

E. SOLAND disparaged the business ability and standing in the community of the plaintiff.

F. The defendants MINH and LUU slandered plaintiff by falsely stating that plaintiff was hated and disliked in the Vietnamese community and slandered plaintiff and his wife by telling many people the lie that plaintiff and his wife were delinquent in paying their rent for the Mekong Center food store and that they had been kicked out of the the Mekong Center for that reason.

G. During the Temporary Restraining Order proceeding in the Superior Court of the District of Columbia the defendant VO published allegations of the plaintiff being a liar and an incompetent businessman to, and through, his attorneys

that were slanderous.

H. The defendants COWBOYS told numerous people that the plaintiff was a liar and a cheat, that he was a man with no business ability and also many other lies, all slanders.

336) The same also constituted violations of the Virginia "Fighting Words Statute," Section 8.01-45 of the Code of Virginia (1950 as amended).

337) All these slanders and lies about the plaintiff in their common acceptation are construed as insults and tend to violence and to breach of the peace and/or are disparagements of the plaintiff's professional abilities and business abilities.

WHEREFORE plaintiff prays in this Count XXIV for damages against the defendants jointly and severally, in addition to the damages claimed above, in the amount of ten million dollars ($10,000,000.).

GENERAL PRAYER

__WHEREFORE, on all these counts as aforesaid, plaintiff prays for the relief stated therein against the defendants named therein by name, or against all, jointly and severally, as the case may be, totalling money damages in excess of two hundred and eighty-two million and eight hundred thousand dollars ($282,000,000.) plus slander damages under Count XXIV above of an additional ten million dollars ($10,000,000.) and for the equitable and declaratory relief set out under the individual counts above, which are herein repeated and incorporated herein by reference.

In addition, plaintiffs pray for costs of suit, attorney's fees on counts where not statutorily provided for and prayed for, and for any other suitable equitable, declaratory or legal relief which to the Court shall seem just and proper.

THANH VONG HOAI

by

W. Steven Paleos,
Esquire

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Of Counsel:
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VERIFICATION

Commonwealth of Virginia)
City of Alexandria) SS.

THANH VONG HOAI, being first duly sworn, deposes and says that he is the plaintiff named herein, that he has read and gone over the complaint and that though he is not a native speaker of English, he has asked concerning those words in English herein with which he is not completely familiar and that they accurately reflect, as far as he can ascertain, the truth of the allegations as if he had made them in his native language of Vietnamese allowing for the difficulties of translating between such different languages, and that the statement herein are true and correct, except as to matters he has on information and belief and that when they concern conversations had in the Vietnamese language they are true and accurate translations of what was said or words to that effect.

_____
Laurence A. Elgin

Subscribed and sworn before me this _____ day of March, 1987.

_____
NOTARY PUBLIC

My commission expires: